LEASE AGREEMENT

THIS LEASE AGREEMENT entered into this $\frac{22nd}{d}$ day of $\frac{July}{d}$, 2002, between Nassau County, Florida, a political subdivision of the State of Florida, ("COUNTY"), and the BOYS AND GIRLS CLUB OF NASSAU COUNTY FOUNDATION, INC. ("TENANT").

WITNESSETH:

That COUNTY, for and in consideration of the covenants and agreements hereinafter mentioned to be kept and performed by the TENANT, has demised and leased to the TENANT, for the term and under the conditions hereinafter set out, that certain parcel in Nassau County, Florida ("Demised Premises") to be set forth in an attached Exhibit "A", being the premises located at 1127 Hatton Road, Fernandina Beach, Florida 32034. (Subject to a later exact survey)

I. TERM

HAVE AND TO HOLD the above-described premises for a term of thirty (30) ninety nine (99) years commencing on the $\frac{22\text{nd}}{\text{day}}$ day of $\frac{\text{July}}{\text{July}}$, 2002, to and including the $\frac{22\text{nd}}{\text{day}}$ day of $\frac{\text{July}}{\text{July}}$, 2101.

II. RENT

TENANT agrees to pay to COUNTY annually during the term of this Lease, without notice or demand, at COUNTY'S address, the net rent of \$1.00 per year, together with all applicable sales tax due thereon. Said rent shall be payable commensurate with the opening date of the facility and receipt of a certificate of occupancy.

III. TAXES AND OTHER CHARGES

TENANT shall bear, pay and discharge, on or before the last day on which payment may be made without penalty or interest, all ad valorem real estate taxes or other taxes, which shall or may during the term be charged, laid, levied, assessed, imposed, become due and payable, or become liens upon, or arise in connection with the use, occupancy or possession of the Demised Premises or any part thereof. The real estate taxes for the calendar year in which the term of this Lease ends shall be paid by TENANT (whether or not the tax bill has been issued at the date of termination) and shall not be pro-rated between the parties.

IV. USE OF PREMISES

A. BY TENANT: TENANT shall use construct within three (3) years of the date of this Agreement and use the demised premises only for the purpose of constructing, maintaining and operating a Boys and Girls Club. Allowable uses shall include any and all incidental uses such as having club meetings and activities and holding sporting events. The TENANT will not make or suffer any unlawful improper or

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- offensive use of the Demised Premises or any use or occupancy thereof contrary to the laws of the State of Florida or the Ordinances of the County of Nassau, now or hereafter made.
- В. Phase One Total Acreage. The acreage for phase I will be determined by both parties based upon the engineer's report and the Public Works Director's report, which will indicate the acreage requirement for the building, parking, stormwater and other related aspects of the building. TENANT shall construct, maintain, and operate a Boys and Girls Club in Phase One within three (3) years of the date of this Agreement. TENANT will construct an approximately 21,000 square foot building and parking area for the Boys and Girls Club facility. The acreage not required for the building as determined by the engineer's report and the Public Works Director's report, may be developed by the COUNTY for athletic fields (i.e. soccer, softball, football, etc.). Any plans, etc., for the building shall also have prior written approval by the COUNTY prior to beginning construction in Phase One. TENANT shall construct the approximately 21,000 square foot facility and parking area in Phase One and have it operational at the earliest possible date. The demised acreage shall be ten (10) acres as set forth in the attached legal description, attached hereto as Exhibit "A". The final site plan for the building shall be approved subject to recommended approval by the Nassau County Public Works Director with recommendation of the Nassau County Board of County Commissioners.
- C. Community Room. TENANT shall construct within the building an area, to be determined by both parties, that can be utilized as a community room. The parties shall agree, in writing, as to the size of the room. The room shall have a separate meter for utilities and the COUNTY shall be responsible for payment of utility charges. In consideration of the COUNTY'S obligation to pay utilities expenses pursuant to Article VII below, such use by the COUNTY and its related entities shall be at no additional cost. COUNTY shall be responsible for controlling the use of the room including the receipt of monies.
- D. Athletic Fields. COUNTY, as indicated, may construct athletic fields on the acreage not required for the building. The Boys and Girls Club may utilize the athletic fields subject to scheduling control by the COUNTY. The COUNTY shall be responsible for scheduling and maintenance of the fields. The fields shall be under the control of the COUNTY.
- E. BY THIRD PARTIES. TENANT, in TENANT'S discretion, may allow the use of the non-community room areas of the Demised Premises by other community organizations or entities when the use of the Demised Premises is not required by TENANT. TENANT may require the payment of a fee for use of the Demised Premises by such entities which

are not related to the COUNTY, and TENANT may retain such fees in order to defray its operating expenses.

F. PROCEDURES FOR USE. Entities that wish to use the non-community room area of the Demised Premises shall contact the director of the facility.

V. ALTERATIONS, TENANT'S BUILDING ADDITIONAL FACILITIES CONSTRUCTION OF FACILITIES

A. TENANT ALTERATIONS. The TENANT, with prior express written consent of COUNTY, shall have the right to make alterations in and to the Demised Premises during the term of this Lease. The TENANT shall provide all plans and work, and fund same. TENANT shall bear-all costs of maintaining alterations and improvements. Prior express written consent of the COUNTY shall not be unreasonably withheld, provided that all alterations meet or exceed the COUNTY'S standards. Title to TENANT'S Building shall remain-the property of TENANT. TENANT, upon termination of this Agreement, may, in TENANT'S discretion, within a reasonable period, remove TENANT'S Building and all other improvements of TENANT and restore the Demised premises to its original above grade condition, reasonable wear and tear and loss by casualty or other causes beyond -TENANT'S control excepted. Furthermore, TENANT shall not be required to remove any foundation for the TENANT'S Building. TENANT shall construct a facility, approximately 21,000 square feet for the purposes set forth herein. Site plans shall be approved by the County Commission as recommended by the County Development Review Committee. The location of the building and parking must be done in a manner that does not interfere with the County's use of the surrounding property.

VI. MAINTENANCE AND REPAIRS

TENANT shall maintain and keep in good repair the Demised Premises. except for the community room, which shall be the responsibility of the COUNTY. TENANT shall pay and be responsible for the costs of any and all security for the Demised Premises. TENANT shall pay and be responsible for all maintenance, repairs, and replacements to the Demised Premises except the community room, including but not limited to the exterior and interior of the building, plumbing, electrical, heating, air conditioning, replacement of all light bulbs, HVAC filters, and landscaping. The COUNTY agrees to give limited assistance as approved by the Board of County Commissioners to TENANT for maintenance of the Demised Premises after Phase One has been completed.

V. UTILITIES

COUNTY agrees to pay utility charges related to the Demised Premises building, including, but not limited to gas, water, sewer, garbage, power, and electrical charges or other charges which may become due and payable during the term of this Lease for the gas, water, electricity, and other municipal services used by TENANT or other entities with respect to the Demised Premises. TENANT shall be responsible for the installation

charges and monthly charges for any telephone facilities and computer facilities used by TENANT and the Demised Premises. COUNTY'S obligation to pay utility charges is subject to an annual appropriation by the Board of County Commissioners of Nassau County, Florida. The Board of County Commissioners shall covenant to budget and appropriate funding on an annual basis to be used toward utility charges related to the Demised Premises Building.

VIII. INSURANCE

During the leasehold term TENANT, at its own expense, shall provide and keep in force comprehensive general public liability insurance against claims for bodily injury, death or property damage occurring on, in or about the Demised Premises, such insurance to afford minimum protection, during the term of this Lease, of not less than \$1,000,000.00 in respect of personal injury or death to any one person, and of not less than \$500,000.00 for property damage, combined single limit per occurrence. Such policy shall name the COUNTY as an additional named insured and shall be endorsed with an agreement that no change in coverage shall occur without the prior written consent of the COUNTY. TENANT shall furnish COUNTY with a certificate of insurance evidencing compliance with the provisions of this paragraph periodically upon COUNTY'S request. TENANT shall provide any additional insurance coverage, through a rider, if so required by COUNTY due to any change in use of demised premises by TENANT.

IXVIII. INJURY OR DAMAGE TO PROPERTY OR PREMISES

All property of any kind which may be on the Demised Premises during the continuance of this Lease shall be at the sole risk of the TENANT, and the COUNTY shall not be liable to the TENANT or any other person for any injury, loss, or damage to property or to any person on the Demised Premises.

IX. FIRE AND OTHER HAZARDS

In the event the Demised Premises, or the major part thereof, are destroyed by fire, lightning, storm or other casualty, TENANT at its option may forthwith repair the damage to such Demised Premises at its own costs and expense. In the event that the TENANT does not repair the damage, COUNTY, at its option, may assume the responsibility to repair said Demised Premises.

XI. INDEMNIFICATION

TENANT shall indemnify, defend and save harmless COUNTY against and from all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims and demands of every kind or nature, including counsel fees, by or on behalf of any person, party or governmental authority whatsoever, arising out of:

- A. any failure by TENANT to perform any of the agreements, terms, covenants, or conditions of this Lease on TENANT'S part to be performed;
- B. any accident, injury or damage which shall happen in or about the Demised Premises and any matter or thing growing out of the condition, occupation, maintenance, alteration, repair, use or operation of the Demised Premises, during the term;
- C. TENANT'S failure to comply with any laws, ordinances, requirements, orders, directions, rules or regulations of any federal, state, county or city governmental authority;
- D. any mechanic's lien, conditional bill of sale or chattel mortgage filed against the Demised Premises or any equipment therein or any materials used in the construction or alteration of any improvement thereon by TENANT;
- E. any tax attributable to the execution, delivery or recording of this Lease or any modification thereto;
- F. TENANT'S possession of the Demised Premises;
- G. any negligent or intentional act or omission of TENANT or any of TENANT'S employees, agents, licensees, or invitees; or
- H. any toxic or hazardous waste or substance stored, spilled, or disposed of on the Demised Premises by TENANT or any of TENANT'S employees, agents, licensees, or invitees.

Notwithstanding the foregoing, TENANT shall not be required to indemnify COUNTY for, not hold COUNTY harmless from, any damage, loss, cost or expense arising from the negligence or willful misconduct of the COUNTY or its employees, agents, contractors or representatives, including with respect to COUNTY'S permitted use of the Demised Premises pursuant hereto.

XII. MECHANICS AND OTHER LIENS

If because of any act or omission of TENANT, any mechanic's or other lien, charge or order for the payment of money shall be filed against the Demised Premises or any building or improvements thereon or against COUNTY, TENANT shall, at its own cost and expense, cause the same to be canceled and discharged of record or bonded within thirty (30) days after notice of filing thereof.

XIII. HAZARDOUS MATERIALS

A. TENANT shall not knowingly use, handle, store or permit the use, handling or storage of Hazardous Material on the Demised Premises. TENANT shall not dispose of or permit or knowingly allow the disposal, leakage, spillage or discharge on or upon the Demised Premises of any Hazardous Material. If any Hazardous Material should be used,

handled, stored, or if any Hazardous Material is disposed of or permitted to leak, spill, or discharge on or upon the Demised Premises by accident of otherwise TENANT shall provide immediate written notice thereof to COUNTY and TENANT shall immediately commence and diligently pursue the removal of any such Hazardous Material and clean and restore the area in accordance with all applicable governmental requirements, and pay all fines, fees, assessments and penalties arising therefrom. TENANT shall COUNTY periodically at COUNTY'S certification that TENANT is in compliance with provisions of this Article. Notwithstanding the foregoing, TENANT shall not be responsible for any environmental condition existing as of the date of this agreement (an "Existing Condition") which may adversely impact upon the Property, including, but not limited to, the potential contamination present in the area of Lofton Creek or other adjacent property.

- B. TENANT shall provide written notice to COUNTY within three (3) days of:
 - any change in TENANT'S operation involving the use, handling or storage of Hazardous Materials;
 - receipt of any warning, notice, notice of violation, lawsuit or the like from any governmental agency or regulatory authority relating to environmental compliance;
 - receipt of any complaint, claim or lawsuit filed by any third party relating to environmental impacts; or
 - 4. releases, spillage, leakage or disposal or any Hazardous Material on the Demised Premises.
- C. If TENANT shall fail to comply with any of the provisions of this Article, COUNTY shall have the right, but shall not be obligated, to enter into or go upon the Demised Premises without thereby causing or constituting a termination of Lease, or evict TENANT, either constructive or this otherwise in whole or in part, from all or any portion of the Demised Premises, or an interference with TENANT'S possession and use of the Demised Premises, and to take such steps and incur such expenses as COUNTY, in its sole discretion, shall deem necessary to correct TENANT'S default, including, without limitation of the generality of the foregoing, the making of all repairs or replacements for which TENANT is responsible and TENANT shall reimburse COUNTY on demand for any expense incurred by TENANT as a result thereof.

XIVXIII. DEFAULT

A. Each of the following events shall be default hereunder by TENANT and a breach of this Lease:

- 1. If TENANT shall fail to pay COUNTY any rent or additional rent or any other charge due hereunder as and when the same shall become due and payable and such failure shall continue for ten days after written notice of such failure from COUNTY to TENANT, or if TENANT shall fail to perform its obligations under Article XII; or
- 2. If TENANT shall fail to perform any of the other agreements, terms, covenants, or conditions in this Lease on TENANT'S part to be performed and such nonperformance shall continue for a period of thirty (30) days after written notice thereof by COUNTY to TENANT, or if such performance cannot reasonably be obtained within such thirty (30) day period, but TENANT has not in good faith commenced such performance within such thirty (30) day period, or having commenced, has failed diligently to proceed therewith to completion.

If an event of default shall occur and be continuing, COUNTY shall have the right to cancel and terminate this Lease by giving to TENANT not less than five (5) days notice of such cancellation and termination, and upon the expiration of the time fixed in such notice this Lease and the term hereof shall expire in the same manner and with the same force and effect. The foregoing remedy shall not be COUNTY'S exclusive remedy for TENANT'S default and COUNTY may exercise any other remedies provided at law or in equity.

B. The failure of COUNTY to insist upon the strict performance of any agreements, terms, covenants, and conditions hereof shall not be deemed a waiver of any rights or remedies that COUNTY may have and shall not be deemed a waiver of any subsequent breach or default in any of such agreements, terms, covenants and conditions.

XV. WELL AND POTABLE WATER

The COUNTY shall install a well and potable water system for the premises and shall be responsible for the installation, maintenance and monitoring as required by the Florida Department of Environmental Regulation.

XVIXIV. ADA COMPLIANCE

TENANT shall comply with the requirements of the Americans With Disabilities Act (ADA) and the Florida Accessibility Guide with respect to its facilities and programs, including parking, and the requirements of Nassau County as regards ADA.

XVII. RADON GAS

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found

in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit.

XVIII. SECURITY

TENANT and COUNTY acknowledge and agree that the COUNTY, pursuant to a written agreement dated March 23, 1998, is allowing a Deputy Sheriff to reside on the premises as and for security. A Deputy Sheriff will continue to be allowed to reside on the premises and place his mobile home on the site and there shall be no charge for placing the mobile home on the site. The COUNTY reserves the right to designate a particular Deputy Sheriff who shall reside on the property.

XIXXVII. AUTHORITY TO TERMINATE

The Board of County Commissioners of Nassau County, Florida, shall have the authority to cancel this Lease under any circumstances wherein COUNTY has a legal right to cancel this Lease in accordance with the provisions hereof.

XXXVIII. TERMINATION BY TENANT

TENANT shall have the right to terminate this Lease under the following circumstances:

- A. Within two (2) years of the commencement of this Lease, the TENANT, in its sole discretion, determines that it has been unable to raise sufficient funds for the construction and operation of the Boys and Girls Club of Nassau County Foundation, Inc., shall have the right, in its sole discretion, to elect to terminate this Lease. In such an event, there shall be no further obligation or duty between the Landlord and TENANT, Boys and Girls Club of Nassau County Foundation, Inc., nor any individuals acting in their behalf.
- B. During the term of the Lease, should the TENANT decide in its sole discretion, that it cannot maintain a sufficient operating endowment, or otherwise obtain funding to continue programming and operations at the Boys and Girls Club of Nassau County Foundation, Inc., then the TENANT shall have the right to terminate this Lease, without penalty to the TENANT, Boys and Girls Club of Nassau County Foundation, Inc. nor any individual acting in their behalf.
- C. In the event this Lease is terminated under either A or B above, then the TENANT shall be considered to have abandoned the subject property to the custody and control of the Nassau County Board of County Commissioners, and shall relinquish all rights, title and interest in the subject building to the Nassau County Board of County Commissioners.

XXIXIX. MISCELLANEOUS

COUNTY shall have the right to use the Demised Premises as a voting precinct by the Supervisor of Elections, upon giving TENANT a minimum of thirty 30 days advance written notice.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose here expressed the day and year above written.

ATTEST:

BOARD OF COUNTY COMMISSIONERS NASSAU COUNTY, FLORIDA

J. M. "CHIP OXLEY, JR. Its: Ex-Officio Clerk

NICK D. DEONAS Its: Chairman

Approved as to form by the Nassau County Attorney:

MICHAEL S. MULLIM

STATE OF FLORIDA COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this day of why, 2002, by J. M. "Chip" Oxley, Jr., and Nick D. Deonas, the Ex-Officio Clerk to the Board and the Chairman of the Nassau County Board of County Commissioners, respectively. They are personally known to me and did not take an oath.

SUMMER. ARTHUR Notary Public, State of Florida My comm. expires Dac. 19, 2003 Comm. No. CC 856505

Print Name: CovNIC NOTARY PUBLIC, STATE OF FLORIDA AT LARGE My Commission Expires:

NASSAU COUNTY FOUNDATION, INC. BOXZ & GIRLS CLUB OF TENANT

MILNESSES:

sign Name

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Its: President

STATE OF FLORIDA

COUNTY OF NASSAU

personally known to me and did not take an oath. The foregoing instrument was acknowledged before me this day of and Girls Clubs of Nassau County Foundation Inc., a notfor-profit corporation, on behalf of the corporation. He/she is presented to the corporation of the corporation.

NOTARY PUBLIC, Print Name:

WX COWWIZZION EXPIRES: STATE OF PLORIDA AT LARGE



joyce/wp/boysgirlsclubnassaufoundationlease

EXHIBIT "A"

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J. M. "CHIP" OXLEY, JR. Clerk of Circuit and County Courts Nassau County

Post Office Box 456 Fernandina Beach, Florida 32035-0456 Phones: (904) 548-4600 (800) 958-3496 Callahan-Hilliard (904) 879-1029



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C :CONFIDENTIAL
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MEMORY T.

RETURN BY 7-17-02

CONTRACT SIGN OFF				
PROJECT NAME Boys & Girls Clubs Facility	PROJECT #			
VENDOR Boys & Girls Clubs of Nassau Co. Foundation	tion, Inc.			
ADDRESSHatton Road				
Fernandina Beach, FL 32034				
CONTRACT AMOUNT	DATE REC'D			
FUNDING SOURCE:				
DATE TO PUBLIC WORKS DIRECTORN/A	REC'D PWD			
DATE TO P.W. CONTRACT MGRN/A	REC'D PWCM			
DATE TO COUNTY COORDINATOR7-15-02	REC'D CO COORD			
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BOARD MEETING APPROVAL DATE				
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COPY DISTRIBUTION: TO FINANCE DATE				
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CONTRACT MANAGER	DATE
COUNTY COORDINATOR June 1	DATE 7/17/02
COUNTY ATTORNEY	DATE
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10:30 Upon the request and recommendation of the County Attorney, it was moved by Commissioner Howard, seconded by Commissioner Marshall, and unanimously carried to authorize the revocation of the current lease with the Boys and Girls Clubs of Northeast Florida, Inc. and to approve a lease with the Boys and Girls Clubs of Nassau County Foundation.

about:blank 5/6/2004